



**COMBINED LIABILITY**  
INSURANCE POLICY DOCUMENT (ROI)

**N|B|S**  
Ireland

# Combined Liability Cover

Your policy is administered by **NBS Ireland** and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

The Policy the Schedule and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**.

**NBS Ireland** is a trading style of **NBS Commercial Limited**. Registered in Ireland No. 677098. Registered Office: 13-18 City Quay, Dublin 2, D02 ED70. NBS Commercial Ltd is authorised and regulated by the Central Bank of Ireland – C441712

## Keeping the Insurer Informed

The information and statements provided by the insured have been relied upon by the Insurer entering into this insurance.

The Insured must notify the Insurer, or the Insured's Insurance Advisor:

- a) without delay if the Insured becomes aware that information the Insured has given the Insurer is inaccurate;
- b) within fourteen (14) days of the Insured becoming aware about any changes in the information the Insured has provided to the Insurer which happens before or during the period of insurance;

When the Insurer is notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Insurer will tell the Insured if this affects the Insured's insurance. For example, the Insurer may amend the terms of the Insured's insurance or require the Insured to pay more for the Insured's insurance or cancel the Insured's insurance in accordance with the "Cancellation" Condition.

If the Insured fails to notify the Insurer that information the Insured has provided is inaccurate, or the Insured fails to notify the Insurer of any changes, this insurance may become invalid and the Insurer may not pay the Insured's claim, or any payment could be reduced.

Under the relevant European and Republic of Ireland legal provisions the parties to this contract of insurance are free to choose the law applicable to contract. This contract is governed by the law of the Republic of Ireland.

## DEFINITIONS APPLICABLE TO ALL SECTIONS

1. **Bodily Injury** shall mean death, **bodily injury**, illness or disease of or to any person.

2. **Claimant** shall mean any party that brings a claim against the Insured

### 3. **Defence Costs**

Irrespective of whether any person has sustained **Bodily Injury** We will at the Insured's request pay the Costs and Expenses incurred in defending the Insured's director manager or partner or Person Employed in the event of such a person being prosecuted for an offense under the Safety Health and Welfare at Work Act 2005 or any similar legislation as applicable (Including but not limited to the UK Health and Safety at Work Act 1974 Sections 2-8 only) which occurs during the Period of Insurance within the Republic of Ireland or whilst temporarily in Northern Ireland.

4. **Damages** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary **damages** and excluding criminal fines or penalties.

### 5. **Employee** –

- a) Any person under a contract of service or apprenticeship with the Insured or
- b) any of the following persons whilst working for the Insured in connection with the Business
  - i. any labour master or labour only subcontractor or person supplied by them
  - ii. any self-employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is hired to or borrowed by the Insured

6. **Insured** means the person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the Insurer

Insurer means Accelerant Insurance Europe SA

7. **Offshore** shall mean from the time an **Employee** of the Insured embarks onto a conveyance at the point of final departure to an **offshore** rig or **offshore** platform until such time as the **Employee** disembarks from the conveyance onto land upon return from an **offshore** rig or an **offshore** platform.

8. **Pollution** shall mean contamination of the atmosphere or of any water land or other tangible property by any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

9. **Principal** Any company firm, partnership, public authority or individual for whom the Insured is to carry out work in accordance with the Business under the terms of a contract.

10. **Territorial Limits** Indemnity granted under Sections A and B of the Policy shall only apply to **Bodily Injury** and/or Property Damage as applicable occurring within the Republic of Ireland and whilst temporarily in Northern Ireland.

11. **Terrorism** shall mean an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property, or infrastructure, or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population or (ii) disrupt any segment of the economy of a government de jure or de facto state or country or (iii) overthrow influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or (iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

12. **Contracts or Agreements** - Contracts or Agreements shall mean

- a) the standard liability and insurance clauses 21 (a) 21(c) and 23(b) of the forms of agreement known as - Royal Institute of the Architects of Ireland Contract Conditions Government Department and Local Authority Contract Conditions
- b) the standard liability and insurance clauses 22 and 23 of the form of agreement known as the Institution of Engineers of Ireland Conditions of Contract (third edition 1980 as revised and reprinted October 1990)

## GENERAL EXCLUSIONS TO ALL SECTIONS

### 1. War Government Action Radioactive Contamination and Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 2. **Bodily Injury** loss or damage directly or indirectly caused by resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of **terrorism** means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **terrorism**

If We allege that by reason of this exclusion any **Bodily Injury** loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

### 3. ELECTRONIC RISK EXCLUSION

Notwithstanding anything that appears to the contrary in this Policy and subject always to the terms exceptions and conditions of this Policy this Policy does not cover:

- a) any damage to data which shall include but shall not be limited to:
  - i. loss, destruction, or corruption of data whether in whole or in part;
  - ii. unauthorised appropriation, use, access to, or modification of data;
  - iii. unauthorised transmission of data to any third parties;
  - iv. damage arising out of any misinterpretation use or misuse of data;
  - v. damage arising out of any operator error in respect of data.
- b) any damage to the property insured arising directly or indirectly from:
  - i. the transmission or impact of any Virus;
  - ii. unauthorised access to a System;
  - iii. interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication;
  - iv. failure of a System;
  - v. any of the matters described in paragraph (a) above.

But this shall not exclude damage to the property insured caused by; fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion except in Northern Ireland, strikers, locked-out workers, persons taking part in labour disturbances, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, accidental escape of water from any automatic sprinkler installation, subsidence, ground, heave or landslip, provided that such damage does not arise by reason of any malicious act or omission or theft.

## GENERAL EXCLUSIONS TO ALL SECTIONS CONTINUED

### Definitions for Electronic Risk Exclusion

1. **Damage** means for the purpose of this exclusion accidental loss or destruction of or damage to the property insured and any accidental loss or destruction or damage to data.
2. **Data** means information represented or stored electronically including but not limited to code or series of instructions, operating systems software programs and firmware.
3. **Failure of a System** means the complete or partial failure or inability whether in terms of availability, functionality and/or performance, or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's Business.
4. **Microchip** a unit of packaged computer circuitry manufacture in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.
5. **System** includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.
6. **Virus** programming code or series of instructions designed to achieve an unexpected, unauthorised, and/or undesirable effect or operation, when loaded onto a System, transmitted between Systems, by transfer between computer systems via networks, extranets, internet or electronic mail or attachments thereto or otherwise, and whether involving self replication or not

### 4. Virus Disease and Pandemic Exclusion

(not applicable to Employer's Liability Section)

Notwithstanding any provision to the contrary within this Policy within any Endorsement to this Policy or within any extension to this Policy this Policy and its Endorsements (if any) and its Extensions (if any) exclude any loss damage liability claim cost or expense (whether such loss damage liability claim cost or expense has been suffered by the Insured or a third party) of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of in connection with or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses and
- b) Coronavirus disease (COVID-19) and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and
- d) any mutation of or variation of a) b) or c) above and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation and
- f) any fear or anticipation of a) b) c) d) or e) above

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 5. any **Bodily Injury** loss or damage

- I. in connection with any work carried out at a height in excess of 15 metres above ground level (or basement level where the property has a basement) or floor level in the case of work inside a building or structure
- II. arising out of work where the depth of excavation exceeds 3 metres

6. any **Bodily Injury** loss or damage arising directly or indirectly from the manufacture supply installation storage ownership possession handling use repair removal stripping dismantling or disposal of polychlorinated biphenyl or other materials which the Insured knows or should have known or had reason to suspect contains polychlorinated biphenyl
7. any **Bodily Injury** loss or damage arising directly or indirectly from the manufacture supply installation storage ownership possession handling use repair removal stripping dismantling or disposal of materials containing or generating respirable crystalline silica dust and/or particles or other materials which the You know or should have known or had reason to suspect contains respirable crystalline silica dust and/or particles

### 8. any **Bodily Injury** or loss or damage caused by or attributable to

- a. any Fungus(i) Mould(s) mildew or yeast or
- b. any Spore(s) or toxins created or produced by or emanating from such fungus(i) Mould(s) mildew or yeast or
- c. any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any Fungus(i) Mould(s) mildew or yeast or

## GENERAL EXCLUSIONS TO ALL SECTIONS CONTINUED

d. any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or structure that contains harbours nurtures or acts as a medium for any Fungus(i) Mould(s) mildew yeast or Spore(s) or toxins emanating therefrom

regardless of any other cause event material product and/or building component that contributed concurrently or in any sequence to that claim loss suit injury damage Costs and Expenses

For the purpose of this Exclusion the following Definitions are added this definition

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group Fungi lacking chlorophyll and including moulds rusts mildews and mushrooms

Mould(s) includes but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and Fungi that produced moulds

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i) Mould(s) mildew plants organisms or micro organisms

9. any **Bodily Injury** loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto
10. liability assumed by You by agreement other than by **Contracts or Agreements** as defined unless such liability would have attached to You notwithstanding such agreements
11. any **Bodily Injury** loss or damage
  - a) the construction of or any work in or on railways railway installations airports aerodromes aircraft watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries or fuel depots or
  - b) the construction alteration maintenance of repair of bridges canals docks piers or wharves or
  - c) pile driving water diversion or sub aqua work

## GENERAL CONDITIONS TO ALL SECTIONS

### 1. PREMIUM ADJUSTMENT

The premium in respect of this **Policy** is based on estimates given by the **Insured** from accurate record keeping and will be adjusted annually on declaration and the annual premium charged will be considered as a minimum and deposit for this **Policy**. If the **Insured** fails to supply a declaration within two months of the expiry of each **Period of Insurance** the **Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

Compliance with condition 1 (PREMIUM ADJUSTMENT) in its entirety shall be a condition precedent to liability. Should the **Insured** fail to produce such particulars within the timeframe specified in this clause, the **Insurer** have the option to deny liability for claims under this **Policy**.

### 4. ALTERATIONS IN RISK

It is a condition precedent to the **Insurer's** liability that the **Insured** is required to notify the **Insurer** as soon as is reasonably practicable of all material facts or alterations in the risk which come to the **Insured's** knowledge or arise during the currency of this **Policy** and the **Insurer** reserves the right to amend the terms and conditions of the **Policy**. If the **Insured** fails to comply with this condition precedent, the **Insurer** will have the option of denying liability under this **Policy**.

### 5. OTHER INSURANCE

If other valid, collectible insurance with any other **insurer** is available to the **Insured** covering a loss also covered by this **Policy** (other than insurance that is specifically stated to be in excess of this **Policy**) the insurance afforded by this **Policy** shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this **Policy** subject to the terms, conditions, and limitations of such other insurance.

### 6. CANCELLATION CLAUSE

(a) Cancellation by the Insured

(b) Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet the **Insured's** requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the **Policy**.

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either before the inception date or within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim otherwise no return of premium will be made.

b. Cancelling the **Policy** after the cooling off period

The **Insured** may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the **Policy**.

On receipt of the notification from the Broker Intermediary or Agent the **Insurer** will cancel the **Policy** and provide a proportionate return of the premium in respect of the unexpired period of insurance provided that no claim has been made or incident advised that could give rise to a claim otherwise no return of premium will be made.

b) Cancellation by the Insurer

i. Non-payment of Premium

## GENERAL CONDITIONS TO ALL SECTIONS CONTINUED

If the **Insurer** has not received the premium in accordance with the terms of General Condition 19 - Payment of Premium the **Insurer** will cancel the **Policy** by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The insurance will end immediately the 7 days' notice runs out

If the **Insured** has just incepted the **Policy** or renewed the **Policy** with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

### ii. Cancellation for any other reason

The **Insurer** may cancel the **Policy** or any section or endorsement by giving 30 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The **Insurer** does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- the **Insured** has not provided to the Broker Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and conditions in providing the insurance
- the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on their schedule
- where the **Insured** does not comply with any of the different **Policy** terms and conditions imposed by the **Insurer** as a result of the identification of misrepresentation
- where an alteration is made to the Business the premises or the property or where the **Insured's** interest ceases unless agreed by the **Insurer** as detailed in General Condition 4 - Alteration to Risk
- where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey or where the **Insured** have not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 24 - Subject to Survey
- The **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives

The insurance will end immediately the 30 days' notice runs out

If the **Insured** has just incepted the **Policy** or renewed the **Policy** with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

The **Insurer** will provide a proportionate return of premium in respect of the unexpired period of insurance of the **Policy** or Section other than in circumstances listed below

- a) where the **Insurer** identifies fraud as detailed in General Condition 16) Fraud
- b) where a claim has been made or incident advised that could give rise to a claim in these circumstances no premium shall be returned by the **Insurer**

## 7. DISPUTES CLAUSE

Any dispute concerning the interpretation of the terms of this policy shall be resolved in accordance with the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

## GENERAL CONDITIONS TO ALL SECTIONS CONTINUED

### 8. PRECAUTIONS

The **Insured** shall take all reasonable precautions or steps:

- a) to observe and comply with all Statutory or local authority laws obligations and requirements imposed by any authority;
- b) in the selection of suitable **Employees** or sub-contractors;
- c) to see that construction plant equipment and machinery are substantial and sound and in proper order and fit for the purposes for which they are used;
- d) to prevent accidents injury loss or damage.

To the extent that any failure by the **Insured** to take such reasonable precautions or steps gives rise to, or contributes to a loss then any claim that is the subject of that loss will not be covered under this **Policy**.

Specifically, it is a condition precedent to the **Insurer's** liability under all sections of this **Policy** that the **Insured** will ensure that all **Employees** and sub-contractors have received appropriate Manual Handling Training for the work carried out for the **Insured** or any **Principal** of the **Insured**.

### 9. TEMPORARY PRECAUTIONS

If any defect to construction plant, equipment and machinery shall be discovered, the **Insured** shall until such defect has been made good, cause temporary precautions to be taken as the circumstances may require. Should such precautions not be taken, any losses (including any consequential loss) arising out of such failure to take precautions will not be indemnified by the **Insurer**.

### 10. SUBROGATION

The **Insured** shall at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any damage insured by this **Policy** whether such acts and things shall be or become necessary or required before or after their indemnification by the **Insurer** including the commencement of proceedings. If a recovery is made from a third party in respect of claims which may be or have been paid wholly or in part under this **Policy**, the costs of pursuing the recovery shall first be deducted from the recovery proceeds and repaid to the **Insurer**. The balance shall then as between the **Insured** and the **Insurer** be distributed as follows:

- (a) The **Insured** receives any sum the **Insured** has paid or lost excluding interest, in respect of which the recovery has been made in excess of the deductible (if applicable) and in excess of all amounts recovered and recoverable under this **Policy**; then
- (b) After payment of the amount referred to in sub-clause 10(a) the **Insurer** receives all sums the **Insurer** has paid excluding interest, in respect of the loss which is the subject of the recovery; then
- (c) After payment of the amounts referred to in sub-clause 10 (a) and (b) the **Insured** receives any balance, exclusive of interest.
- (d) Any interest on any recovery made from a third party will be distributed between the **Insured** and the **Insurer** in the same order as outlined in sub-clause 10 (a) – (c) above

### 11. EXCESS

The insurer shall not be liable for the Excess as stated in the Schedule or for any lesser amount of each and every claim including all costs and expenses associated with the investigation and handling of the claim and it is a condition precedent to the **Insurers** liability under this policy that the **insured** must immediately pay the **Insurer** such amount or part of when so requested

### 12. CHOICE OF LAW CLAUSE

It is hereby agreed between the **Insurer** and the **Insured** that indemnity provided by this **Policy** shall apply only to judgments of first instance against the **Insured** in the Courts of Law of the Republic of Ireland Northern Ireland, and not to judgments obtained elsewhere nor to judgments or order obtained in the said courts for the enforcement of foreign judgments whether by way of reciprocal agreements or otherwise, unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover which offer and acceptance must be signified by specific endorsement to this **Policy**. The Premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## GENERAL CONDITIONS TO ALL SECTIONS CONTINUED

### 13. DISCHARGE OF LIABILITY

The **Insurer** may at any time pay to the **Insured**, in connection with any claim or series of claims under this **Policy**, the amount of the relevant Limit of Indemnity (after deduction of any sums already paid), and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claims or their associated costs (which shall, for the avoidance of doubt, include **Defence Costs**) whether or not such costs are included or in addition to the relevant Limit of Liability.

### 14. APPORTIONMENT OF DEFENCE COSTS

In the event of a loss arising to which the **Insurer** may be liable to contribute, no costs shall be incurred on the **Insurer's** behalf without the **Insurer's** prior written consent being first obtained, and if the **Insurer** so consents, they shall contribute to the said costs in the proportion that the **Insurer's** share of the loss as finally settled bears to the total sum payable.

### 15. POLICY INTERPRETATION

The **Policy**, **Policy** Endorsements and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy**, **Policy** Endorsement or the Schedule shall bear such specific meaning wherever it may appear.

### 16. FRAUDULENT CLAIMS

If the **Insured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this **Policy** shall become void and all claims hereunder shall be forfeited.

### 17. BONA FIDE SUBCONTRACTORS CONDITION

It is a condition precedent to any liability of the **Insurer** in respect of injury loss destruction or damage arising out of work carried out on behalf of the **Insured** by bona fide subcontractors commencing during the Period of Insurance that the **Insured** obtains and retains a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance

Employer's Liability insurance in respect of their liability at law for **Bodily Injury** to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them

Public Liability insurance covering legal liability for **Injury** to any person other than described in 1. above and loss destruction or **damage** to property with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule

It is a condition precedent to any liability of the **Insurer** that

- a) such insurances cover the work to be undertaken
- b) such insurances contain an Indemnity to Principals Clause

For the purpose of this Endorsement the term bona fide subcontractors means any subcontractor engaged by the **Insured** supplying both labour and materials for the purpose of the contract

### 18. BURNING WELDING & CUTTING CONDITIONS

It is a condition precedent to liability under this **Policy** that the following precautions are adhered to on each occasion where the **Insured** or persons acting on behalf of the **Insured** are using: Electric, oxy-acetylene or similar or cutting equipment, Cutting or grinding using abrasive disks or wheels, Blow lamp, blow torch, hot air gun, hot compressed air blower or hot air stripper, Asphalt, bitumen, tar or pitch heater

1. the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
2. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
3. if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
4. combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
5. where work is being carried out in any enclosed area an additional **Employee** of the **Insured** or an **Employee** of the occupier shall be present at all times to guard against an outbreak of fire
6. no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements

## GENERAL CONDITIONS TO ALL SECTIONS CONTINUED

7. the following must be kept available for immediate use near the scene of operations

a) suitable and fully charged fire extinguishers and/or  
b) a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose in readiness for immediate use and tested prior to the commencement of the work

8. a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the Insured's own **Employee** then appropriate arrangements must be made with the occupier

9. before "burning off" metal work built into or projecting through walls or partitions an examination must be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat

Furthermore where the Insured or persons acting on behalf of the **Insured** burns debris it is a condition precedent to liability under this **Policy** that the following precautions are adhered to on each occasion

- a). fires to be in a cleared area and at a distance of at least fifteen metres from any property
- b). fires not to be left unattended at any time
- c). a suitable and fully charged fire extinguisher to be kept available at the scene of operations for immediate use
- d). fires to be extinguished at least one hour prior to leaving site at the end of each working day

### 19. BURNING OF WASTE

It is a condition precedent to liability of the **Insurer** if in relation to any claim where the Insured has failed to fulfil any of the following conditions, the **Insured** will lose the right to indemnity or payment of that claim

The **Insured** must ensure that in connection with burning of waste, timber or other materials

- a) materials to be burn must firstly be checked to ensure there is no explosive substances or pressurised containers
- b) fires
  1. must not be left unattended
  2. must be extinguished at least 60 minutes before leaving the premises
  3. must not be lit unless adequate and suitable equipment is kept in readiness at all times to control of extinguish the fire
- c) the premises must be checked immediately before leaving and any smouldering or flames discovered extinguished

### 20. CIVIL ENGINEERING ACTIVITIES

the indemnity provided under this **Policy** shall not apply to or include liability in respect of injury or loss or **damage** caused by or in connection with civil engineering work undertaken by the **Insured** or any **Employee** or agent of the **Insured** involving tar-macadam of public paths, highways or roadways

### 21. PERSONAL PROTECTIVE CLOTHING CONDITIONS

It is a condition precedent to liability under this **Policy** that

1. all **Employees** are made aware of the dangers of not using personal protective equipment
2. suitable and adequate personal protective equipment is provided
3. a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access such personal protective equipment

### 22. PROPERTY OWNERS

It is a condition precedent to the liability of the **Insurer**, that the indemnity afforded under this **Policy** shall not automatically extend to cover the Insured in respect of the liability they assume as property owner for any premises, site or location unless advised and agreed by insurers

### 23. SAFETY STATEMENT CONDITION

It shall be a condition precedent to the liability of the **Insurer** to indemnify the **Insured** under this **Policy** that the **Insured** shall have a safety statement and a return to work safety protocol by the Department of Business, Enterprise and Innovation in place and that the content of which is in accordance with the requirements of Section 20 of the Health & Safety and Welfare at Work Act 2005 as amended.

### 24. SAFE PASS

It shall be a condition precedent to the liability of the **Insurer** that all **Employees** and any other operative for whom the **Insured** is responsible have a valid Safe Pass Registration Card

## GENERAL CONDITIONS TO ALL SECTIONS CONTINUED

### 25. SUBJECT TO SURVEY

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a site survey or if during the Period of Insurance following notification of a claim or an alteration to the Business or the premises or to any property under the Policy the Insurer requires a site survey

- b. then pending completion of such site survey the terms conditions exclusions and limits as specified in the **Policy** and Schedule shall apply
- c. if following completion of the site survey and in the opinion of the Insurer this has identified additional risks which were not evident to the **Insurer** prior to the survey then the **Insurer** reserves the right to alter or amend the terms and conditions of the **Policy** or to suspend or withdraw cover immediately
- d. the continuation of cover after the site survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer** otherwise the **Insurer** may at its option invoke the Cancellation Condition

## SECTIONS A and B – COMBINED LIABILITY INSURANCE

### INSURING CLAUSE APPLICABLE TO SECTIONS A and B

The **Insurer** will indemnify the **Insured** against their legal liability to pay **Damages** (including **Claimants'** costs fees and expenses). The indemnity applies only to such liability as defined by each insured Section of this **Policy** arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Section and of the **Policy** as a whole

### SECTION A – EMPLOYER'S LIABILITY

The **Insurer** will indemnify the **Insured** as stated in the Schedule in accordance with the Insuring Clause in respect of **Bodily Injury** sustained by an **Employee** arising out of and in the course of their employment by or under a contract of service with the **Insured** as stated in the Schedule and sustained during the Period of Insurance.

The indemnity provided shall only apply to Bodily Injury sustained:

1. within the **Territorial Limits**; or
2. by non-manual **Employees** of the Insured during temporary visits abroad provided that such **Employees** are ordinarily resident in the **Territorial Limits**.

### LIMIT OF LIABILITY

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs fees and expenses and **Defence Costs**) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

### INDEMNITY TO OTHERS

At the request of the **Insured** indemnity will be extended to:

1. any director of the **Insured** or **Employee** in respect of liability arising in connection with the Business of the Insured;
2. any officer, committee or member of the **Insured's** canteen, sports, social, welfare organisation, fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity;
3. any hired or borrowed **Employee** for whom the **Insured** is responsible or for any other person who is under a contract of service with a contractor of the **Insured** and where the **Insured** in the course of the Business of the **Insured** has agreed to accept responsibility; each of whom shall as though the **Insured** be subject to the terms of this **Policy** so far as they can apply and provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the Insured.

### CROSS LIABILITY CLAUSE

It is hereby declared and agreed that where more than one party is named in the Schedule as the **Insured** indemnity shall apply as though individual insurances have been issued to each party provided always that the **Insurer's** total liability shall not exceed the sums stated in the Schedule as the Limit of Indemnity.

### PRINCIPALS CLAUSE

Where the **Insured** so requests the Insurer agrees to indemnify any **Principal** of the **Insured** but only to the extent that such liability arises solely out of the work performed for the **Principal** by or on behalf of the **Insured** and that such liability is no greater than that which would have arisen in the absence of any contractual agreement with the **Principal**. The **Insured** agrees that any indemnification to the **Principal** exhausts any right of the **Insured** to such sums that have been indemnified to the **Principal**. Such **Principal** shall be subject to and comply with the terms and conditions of the **Policy** and this clause shall in no way operate to increase the Limit of Indemnity as stated in the Schedule.

## SECTIONS A and B – COMBINED LIABILITY INSURANCE CONTINUED

### EXCLUSIONS TO SECTION A

This Section does not provide any indemnity in respect of any liability:

1. for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation;
2. any **Bodily Injury** loss or **damage** arising from demolition work except involving the demolition of any building or part thereof not exceeding 7.5 metres in height or where such work forms part of an erection, refurbishment or extension contract to be undertaken by you
3. arising out of the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts, mines, dams or transport tunnels;
4. arising out of pile driving or tunnelling;
5. arising out of the use of explosives for any purpose;
6. arising out of excavations below 3 metres in depth;
7. arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause or loss which may have contributed concurrently or in a sequence to a loss except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** and a sub Limit of Indemnity is specified in the Schedule;
8. arising out of ship repair/ship breaking work on vessels or aircraft
9. arising out of work on any part of any aerodrome or airport provided for take-off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas.
10. arising from work carried out within airport buildings, providing the work:
  - a) is only carried out within the airport terminal building;
  - b) does not involve any work beyond the departure gates at the terminal;
  - c) does not involve the structure of any building;
11. for claims arising from work involving the entry of **Employees** into, boilers, tanks or storage vessels, pipes, drains or sewers or any similar confined space
12. arising out of the erection of aerials, satellite dishes, radio masts or other associated equipment
13. for any claims for or arising from mental anguish nervous shock or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.
14. for claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical **bodily injury**.

### Exclusion of Offshore & Rig work Risk

The indemnity provided by Section 1 – Employers' Liability shall not indemnify You for any legal liability in respect of Bodily Injury to any Person Employed sustained from visits or work **Offshore**

### SECTION B – PUBLIC LIABILITY

The **Insurer** will indemnify the Insured as stated in the Schedule in accordance with the Insuring Clause in respect of accidental:

1. **Bodily Injury** to any person;
2. physical loss of or **damage** to tangible property in connection with the Business of the **Insured** as stated in the Schedule and occurring during the Period of Insurance.

The indemnity provided shall only apply to **Bodily Injury** or physical loss of or **damage** to tangible property occurring

- a) within the **Territorial Limits**;
- b) during the course of temporary visits abroad by non-manual **Employees** of the **Insured**.

The indemnity extends to include liability arising out of the provision of any canteen, medical or welfare facilities provided by the **Insured**.

## SECTIONS A and B – COMBINED LIABILITY INSURANCE CONTINUED

### LIMIT OF INDEMNITY

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs, fees and expenses) and **Defence Costs** shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section C each Section shall apply separately and be subject to its own separate Limit of Indemnity, provided always that the total amount of the **Insurer's** liability shall be limited to the greatest Limit of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences. **Defence Costs** will be payable in addition to the relevant Limit of Liability.

### INDEMNITY TO OTHERS

At the request of the **Insured** Indemnity extends to include the liability of:

1. any director of the **Insured** or **Employee** in respect of liability arising in connection with the Business of the **Insured** as stated in the Schedule;
2. the committees for the time being of any of the **Insured's** sports or social clubs, including as though they were the **Insured** the officers and/or members of any such club jointly or severally;
3. directors and/or officials of the **Insured** in their personal private capacity arising from work undertaken for them by **Employees** of the **Insured** each of whom shall as though the **Insured** be subject to the terms of this **Policy** so far as they can apply and provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**.

### CROSS LIABILITY CLAUSE

It is hereby declared and agreed that where more than one party is named in the Schedule as the **Insured** indemnity shall apply as though individual insurances have been issued to each party provided always that the **Insurer's** total liability shall not exceed the sums stated in the Schedule as the Limit of Indemnity.

### PRINCIPALS CLAUSE

Where the **Insured** so requests the **Insurer** agrees to indemnify any **Principal** of the **Insured** but only to the extent that such liability arises solely out of the work performed for the **Principal** by or on behalf of the **Insured** and that such liability is no greater than that which would have arisen in the absence of any contractual agreement with the **Principal**. The **Insured** agrees that any indemnification to the **Principal** exhausts any right of the **Insured** to such sums that have been indemnified to the **Principal**. Such **Principal** shall be subject to and comply with the terms and conditions of the **Policy** and this clause shall in no way operate to increase the Limit of Indemnity as stated in the Schedule.

### MOTOR CONTINGENT LIABILITY

The **Insurer** will indemnify the **Insured** against legal liability arising out of the use of any motor vehicle in the course of the Business anywhere in Republic of Ireland and Northern Ireland

Provided that the **Insurer** shall not be liable for

- a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
- b) damage to such vehicle or to goods conveyed in or on it

### CONDITIONS APPLICABLE TO SECTION B

#### PRODUCTS AGGREGATION CLAUSE

It is agreed that the Limit of Indemnity provided by Section B of this Policy in respect of 'Products' is restricted to €6,500,000 in the aggregate in any one Period of Insurance.

For the avoidance of doubt a Product shall mean any property after it has left the custody or control of the **Insured** which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the **Insured** but shall not include any structure or materials for incorporation therein.

## SECTIONS A and B – COMBINED LIABILITY INSURANCE CONTINUED

It being further understood that Section B of this Policy does not apply to liability:

- 1) for loss or damage to any Product or part thereof
  - 2) for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair reconditioning or replacement
  - 3) arising out of the recall of any Product or part thereof
  - 4) arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure machinery or controls of any aircraft except where specifically stated to be included in the Business.
- Subject otherwise to the Policy terms Conditions Limitations and Exclusions

### EXCLUSIONS TO SECTION B

This Section does not provide indemnity:

1. any **Bodily Injury** loss or damage arising from demolition work except involving the demolition of any building or part thereof not exceeding 7.5 metres in height or where such work forms part of an erection, refurbishment or extension contract to be undertaken by you
2. arising from the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts, mines, dams or transport tunnels;
3. arising out of pile driving or tunnelling;
4. arising out of the use of explosives for any purpose;
5. arising out of excavations below 3 metres in depth;
6. arising out of ship repair/ship breaking work on vessels or aircraft.
7. for **Bodily Injury**
  - a) sustained by any **Employee** arising out of and in the course of his/her employment by or under a contract of service with the Insured;
  - b) to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the Insured the primary purpose of which is the provision of labour only, in connection with the Business of the **Insured** as stated in the Schedule.
  - c) **Bodily Injury** or loss of or **damage** to Property arising out of any product other than food or drink supplied for consumption on Your Premises
8. all liability in respect of
  - a) all **pollution** or contamination of buildings or other structures or of water or land or the atmosphere and
  - b) all loss or damage or **Bodily Injury** directly or indirectly caused by such **pollution** or contamination
  - c) all costs of cleaning up containing treating detoxifying neutralising removing monitoring of or testing for Pollutants and their effects whether or not the above is performed by the Insured or third partiesother than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All **pollution** or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all **pollution** or contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

9. for loss or **damage** to property owned, leased or hired by or under hire purchase or on loan to the Insured or in the Insured's care custody and control other than:
  - a) **Employee s'** and visitors clothing and personal effects;
  - b) premises (including contents thereof) not owned nor rented by the Insured but temporarily occupied by them for the purpose of work therein or thereon;
  - c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement

## SECTIONS A and B – COMBINED LIABILITY INSURANCE CONTINUED

10. a) arising out of ownership possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than:  
i. vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site) whilst on or about the contract site; other vehicles brought on to site for use on site .

This exclusion shall not apply in respect of the use of vehicles belonging to **Employee's** or third parties on the **Insured's** Business unless indemnity is provided

- to **Employee**
- to third parties
- to the **Insured** under any other insurance

b) caused by the ownership or operation by or on behalf of the **Insured** of any waterborne craft, hovercraft aircraft or rail borne vehicle or oil drilling platform or rig .

11. arising out of liquidated **damages** clauses, penalty clauses or performance warranties unless proven that liability would have attached and to such extent that it would have done in the absence of such clauses or warranties.

12. for loss or **damage** to property manufactured, designed, sold, supplied, repaired or installed by the Insured or any structure or contract works (including materials for incorporation therein):

- a) prior to certified completion or handover by the **Insured**;
- b) after certified completion or handover by the **Insured** where such loss or **damage** arises out of the defective workmanship design or materials (including but not limited to the use of Pyrite infected materials) or the defective condition of any part of such property structure or contract works.

13. which is the inevitable or unavoidable consequence of the performance of a contract.

14. for loss of or **damage** to cables pipes or other services located underground unless the **Insured** has

- a) taken or caused to be taken all precautions measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site);
- b) retained a written record of the measures which were taken to locate such cables, pipes or other services
- c) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the Insured.

15. arising out of an act of **Terrorism**.

16. arising out of exposure or alleged exposure to asbestos or materials containing asbestos.

17. for claims arising in connection with or as a consequence of property **damage** caused by paint spray drift

18. arising out of work on any part of any aerodrome or airport provided for take-off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas.

19. arising from work carried out within airport buildings, providing the work:

- a) is only carried out within the airport terminal building;
- b) does not involve any work beyond the departure gates at the terminal;
- c) does not involve the structure of any building;

20. in respect of liability

- 1) For the rendering of a professional service or any omission thereof
  - 2) For any advice design specification and/or consultancy work carried out by the Insured
- Irrespective of whether a fee is charged.

21. for any claims for or arising from mental anguish nervous shock or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical **bodily injury**.

## SECTIONS A and B – COMBINED LIABILITY INSURANCE CONTINUED

22. for claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical **bodily injury**.

23. for any claims arising from the failure or alleged failure or unsuitability of products supplied to perform correctly their intended function

24. for any claims arising for damage to goods being moved where damage arises from

a) any crane owned or operated by the Insured or on behalf of the Insured

b) defects in cranes, hooks, ropes, cables, lifting nets or other products supplied

25 . the cost of recalling altering or making refunds in respect of Products Supplied

26 . advice design or specification provided separately for a fee or under a separate contract

27. Liability arising out of or contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

## GENERAL CLAIMS CONDITIONS

### 1) Action by the Insured

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the **Policy** or on receiving verbal or written notice of any claim the **Insured** shall

- a) as soon as reasonably possible give notice to the **Insurer**
  - b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons or in respect of theft by **Employee's** where covered and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
  - c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
  - d) take action to minimise the loss destruction or **damage** and to avoid interruption or interference with the Business and to prevent further loss destruction **damage** or injury
- e) at their own expense supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
- i. 7 days of **Damage** caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
  - ii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this **Policy** shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

No claim under the **Policy** shall be payable unless the terms of this Condition have been complied with

### 2) Rights of the Insurer

The Insurer shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the **Policy** and at no cost to the **Insurer** the Insured shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the premises where the **Damage** has occurred and to keep possession of any property insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the **Policy** and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any property to the **Insurer**
- c) at its option indemnify the Insured by payment reinstatement replacement or repair in respect of any property lost or **damaged** or part thereof. If the **Insurer** elects to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

## GENERAL CLAIMS CONDITIONS CONTINUED

### 3) Contribution in respect of Sections A and B

If in the event of **Damage** or liability under the **Policy** there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the **Policy** either in whole or in part or from contributing rateably to the claim then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the property

### 4) Arbitration

If any difference shall arise as to the amounts to be paid under the **Policy** such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions.

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

### 5) Claims Co-operation

The **Insured** will provide all help and assistance and co-operation required by the **Insurer** in connection with any claim

## USEFUL INFORMATION

### How to Make a Claim

Please telephone the dedicated claims line (+44) 1274 518383

For emergency out of hours major loss notifications please telephone (+353) 14 852 980

Please do not use this number for general claims notifications or queries which should be to (+44) 1274 518383

### How to Complain

Should you wish to make a complaint regarding your claim please contact:

#### Leeson Claims Services Ireland

**68 Merrion Square South, Dublin 2**

**E-mail: info@lcsi.ie**

**Telephone: (+353) 14 852 980**

Should you wish to make a complaint about the policy or the service we offer please contact:

**NBS Ireland** (NBS Ireland is a trading style of NBS Commercial Ltd)

**13-18 City Quay, Dublin 2, D02 ED70**

**E-mail: info@nbsireland.com**

If you remain dissatisfied after the senior member of staff has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House

Lincoln Place

Dublin 2

DO2 VH29

**Tel: (+353) 15 677 000**

**Fax: (+353) 16 620 890**

**Email: info@fspo.ie**

**www.fspo.ie**

Making a complaint does not affect your right to take legal action.

**N|B|S**  
Ireland

E: [info@nbsireland.com](mailto:info@nbsireland.com)

W: [www.nbsireland.com](http://www.nbsireland.com)